

Know all Men by these Presents,

That I Ellen R. Sabers, wife of Stephen D. Sabers of New Bedford in the County of Bristol and Commonwealth of Massachusetts

IN CONSIDERATION OF One Dollar and other valuable considerations paid by Levi Eldridge of Chatham in the County of Barnstable State aforesaid

the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Levi Eldridge his heirs and assigns a certain tract of Swamp land situated in Walpole State aforesaid, and bounded as follows, viz: Beginning at the North West corner of the premises at Backus river, or called and by Cranberry bog of Elnathan B. Fisher, thence running Easterly by said Fisher's bog or Swamp land three chains to Barzillai C. Cahoon upland; thence Southwesterly by said Cahoon upland six chains and ten links to a ditch; thence Westerly by said ditch and B. C. Cahoon Cranberry bog to said Backus river; thence Northwesterly by said river to the place of beginning together with the right to take sand for use on said Swamp lot from Barzillai C. Cahoon upland adjoining. Said lot containing three acres more or less. And being the same premises conveyed to the Grantor by Barzillai C. Cahoon by deed, dated December 11th 1882 and recorded in Barnstable County Deeds, book 153 page 164

TO HAVE AND TO HOLD the afore-granted premises, with the privileges, easements and appurtenances thereto belonging, to the said Grantee, and his heirs and assigns, to their use and behoof forever.

And I the said Grantor for myself and my heirs, executors and administrators, do covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the afore-granted premises; that they are free from all incumbrances,

that I have good right to sell and convey the same to the said Grantee, his heirs and assigns as aforesaid; and that I will, and my heirs, executors and administrators shall WARRANT AND DEFEND the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

Stephen B. Sabens.

PROVIDED, NEVERTHELESS, That if the said Grantor, *his* heirs, executors, administrators, or assigns, shall pay unto the said Grantee, *executors, administrators, or assigns, the sum of* *three hundred* dollars, *three hundred* a certain Contract made with the *Trunk and* *dollars 100* in *spelled a Charter Party and dated April 20th 1885 holding* the said *Trunk* free from any expense or charges arising under said Charter party and paying said *Trunk* as fully set forth in the *these* this deed

from the day of the date hereof, with interest on said sum at the rate of _____ per centum per annum, payable _____ annually until principal and interest are fully paid; and until each payment, keep the building standing on the land aforesaid insured against fire, in a sum not less than _____ dollars, for the benefit of said Mortgagee, and payable to _____ in case of loss, at some insurance office approved by _____ and also pay all taxes and assessments upon the said premises to whomsoever laid or assessed; or, in any default thereof, shall on demand pay to said Mortgagee all such sums of money as the said Mortgagee shall reasonably pay for such insurance, and for taxes, with interest, and shall not make or suffer any strip or waste of the granted premises, then this deed, as also _____ certain promissory note, bearing even date with these presents, signed by the said _____ whereby for value received _____ promise to pay the said _____ or _____ order, the said sum and interest, at the time aforesaid, shall _____ be absolutely void to all intents and purposes.

BUT upon any default in the performance of the foregoing condition, the said Grantee, *his* executors, administrators, or assigns, may sell the granted premises, with or without order of court, in one or more parcels, with all improvements that may be thereon, by public auction on or near the granted premises, without further notice or demand except first publishing a notice of the time and place of sale once each week for three successive weeks, in one or more newspapers printed in *Barnstable* in the county aforesaid, the first publication of such notice to be not less than twenty-one days before the day of sale; and in *his* or their own name or names, or as the attorney or attorneys of the said Grantor, may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar the Grantor, and all persons claiming under *her*, from all right and interest in the granted premises, whether at law or in equity. And out of the money arising from such sale the said Grantee, or *his* representatives, shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by reason of any failure or default on the part of the said Grantor, or *her* representative, to perform and fulfil the condition of this deed or any covenant or agreement herein contained, rendering the surplus, if any, together with an account of all such costs, charges and expenses, to the said Grantor, or *her* heirs or assigns, or to the court by which such sale shall have been ordered, and *I do* hereby, for *myself* and *my* heirs and assigns, covenant with the Grantee and *his* heirs, executors, administrators, and assigns that, in case a sale shall be made under the foregoing power, *I* or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And it is agreed that the said Grantee, *his* executors, administrators, or assigns, or any person or persons in *his* or their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance of the condition of this deed, the Grantor, and *her* assigns, may hold and enjoy the granted premises, and receive the rents and profits thereof.

IN WITNESS WHEREOF, *I* the said *Ellen B. Sabens together with Stephen B. Sabens, the husband of said Ellen B. Sabens* who joins in this conveyance and relinquishes any and all rights he may have in the granted premises in token of release of all right and title of or to both donor and donee in the granted premises, have hereunto set our *our* hand and seal this *Seventh* day of *May* in the year of our Lord eighteen hundred and eighty *five*.

Executed and delivered in presence of
the words, "hereunto" substituted for the words, "herein" before Execution
Southward Potter D.

Ellen B. Sabens
Stephen B. Sabens

Brisbe

SS. *May 6th* 188 *5*

Then the above named *Ellen B. Sabens and Stephen B. Sabens* acknowledged the foregoing instrument to be *their* free act and deed before me.

Southward Potter D.

Justice of the Peace.

Barnstable SS. *May 25* 188 *5*

At *10* hours *55* min. *a.m.*

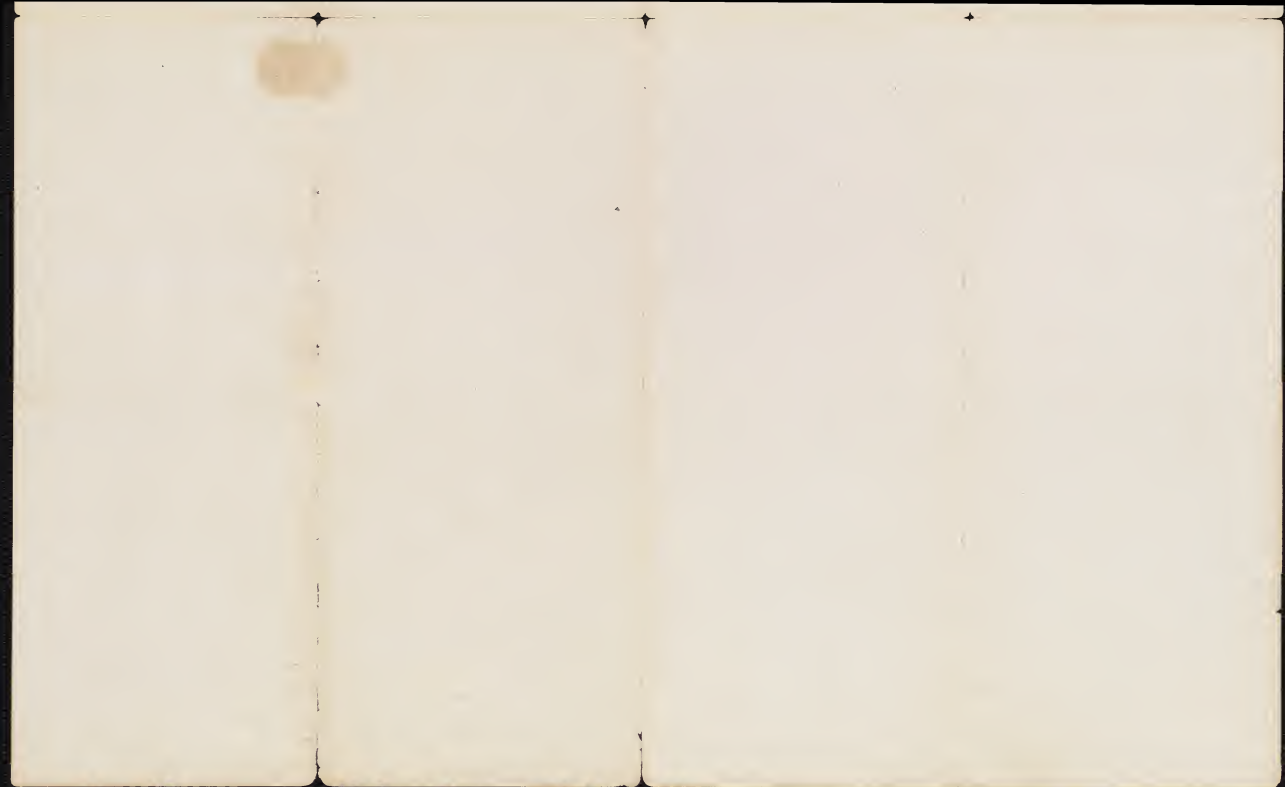
Received and recorded in LAND RECORDS, book *106*

pages *248, 249, 250*

Attest,

Ada E. Lovell

Register.



MORTGAGE DEED.

From

To

Dated

Sold

188

Ellen Sabers

do

Henri Eedridge

1885

1885 - 248, 249, 250